

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20061378-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of one 6" diameter fire line, one fire hydrant, and one 2" diameter water service serving *Sea Breeze Lofts*, to provide potable water service and fire protection to this recently constructed 18-unit, multi-family residential development. This is a Developer Contributed asset project located on the northeast corner side of Peppertree Drive and Laguna Drive.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10 – Utilities **C10F** **5. Meeting Date:** 10-31-06

6. Agenda:	7. Requirement/Purpose (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	Statute	Commissioner
<input type="checkbox"/> Administrative	Ordinance	Department <u>Public Works</u>
<input type="checkbox"/> Appeals	Admin. Code	Division <u>Utilities</u>
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	By: <u>Douglas L. Meurer</u> 10-17-06
<input type="checkbox"/> Walk-On	Approval	Douglas L. Meurer, P.E., Director

9. Background:

Fire lines, fire hydrants and single water services do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing has been completed.
 Record drawings have been received.
 Engineer's Certification of Completion has been provided—copy attached.
 Project Location Map—copy attached.
 Warranty has been provided—copy attached.
 Waiver of Lien has been provided—copy attached.
 Certification of Contributed Assets has been provided—copy attached.
 Sanitary sewer service is provided by an existing privately-owned and maintained on-site wastewater collection system that connects to Lee County Utilities infrastructure located within the right-of-way of Iona Road.
 Funds are available for recording fees in Account No. OD5360748700.504930.

SECTION 31 TOWNSHIP 45S RANGE 24E DISTRICT # 3 COMMISSIONER JUDAH

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: 10-17-06	N/A	N/A	<u>T.O.</u> T. Osterhout Date: 10/12	<u>S. Covert</u> S. Covert Date: 10/12/06	<u>ekw</u> 10-16-06	<u>CP</u> 10/16/06	<u>MS</u> 10/16/06	<u>MS</u> 10/18-06	<u>J. Lavender</u> Date: 10-17-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECD
 by CO. ATTY.
 10/13/06
 10:38 am
 CO. ATTY.
 FORWARDED TO:
 Cont. Admin
 10/12/06 1:33 pm

RECEIVED BY
 COUNTY ADMIN:
 10/13/06 2:25 PM
 COUNTY ADMIN
 FORWARDED TO:
 10-18-06
 4:10 PM

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "Sea Breeze Development, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (one six inch diameter fire line; one fire hydrant; and, one two inch diameter water service), serving "SEA BREEZE LOFTS"; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of \$15,000.00 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20061378-UTL

COPY

LETTER OF COMPLETION

DATE: 07/20/06

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

This is to certify that the **water service(s) , fire line up to and including 1st OS + Y valve(s) and fire hydrant(s)** located at
SEA BREEZE LOFTS
(Name of Development/Project)

were designed by me and have been constructed in conformance with:
the approved plans and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:
Pressure Test(s) - Water Main

Very truly yours,

Spectrum Engineering, Inc.
(Owner or Name of Corporation/Firm)

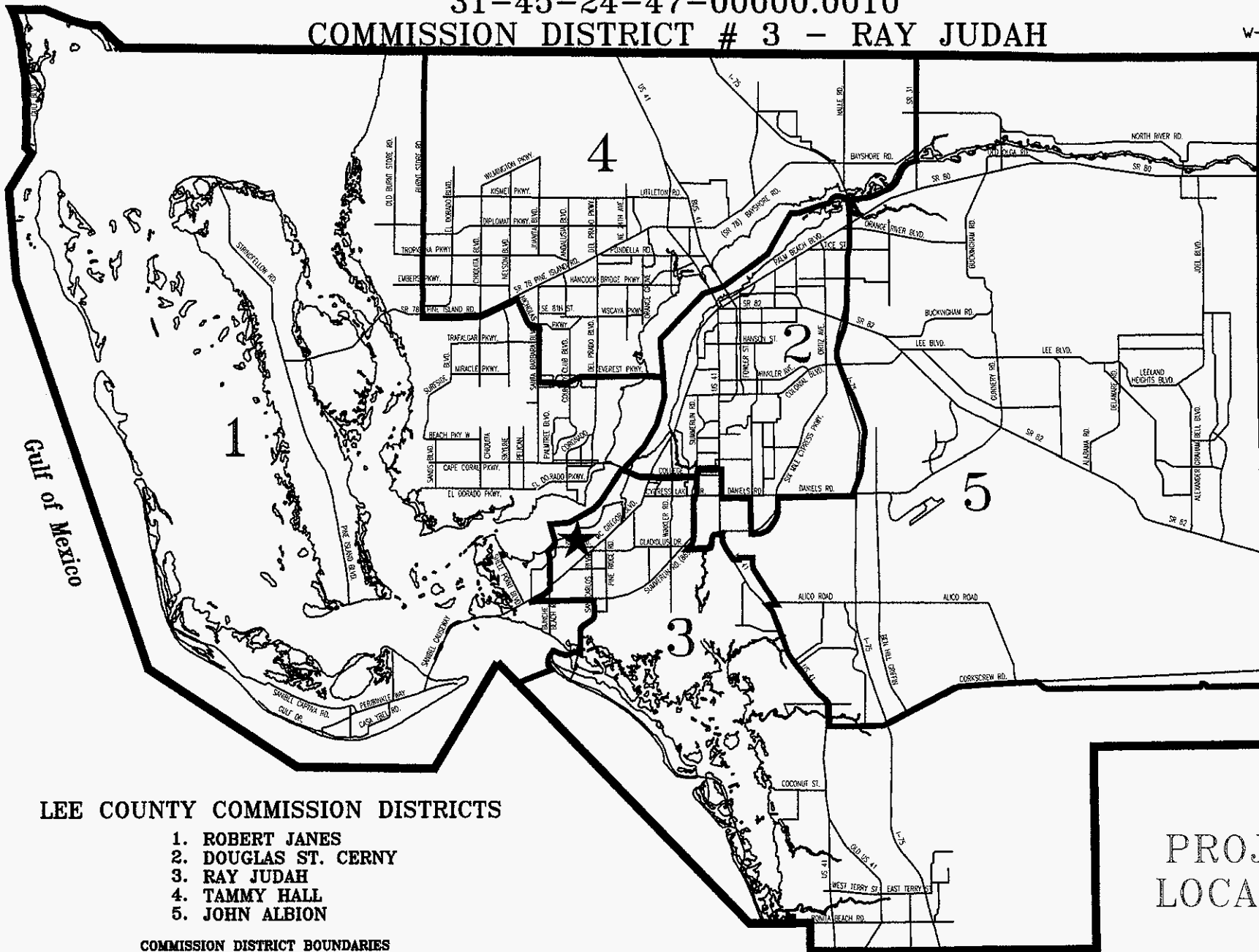
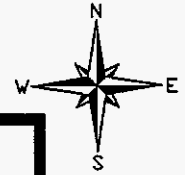


(Signature)

R. J. Ward, P.E. President
(Name and Title)

(Seal of Engineering Firm)

SEA BREEZE LOFTS
31-45-24-47-00000.0010
COMMISSION DISTRICT # 3 - RAY JUDAH



COPY

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

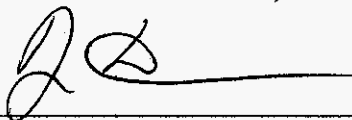
PROJECT
 LOCATION

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Sea Breeze Lofts to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Florida West Underground, Inc.
(Name of Owner/Contractor)

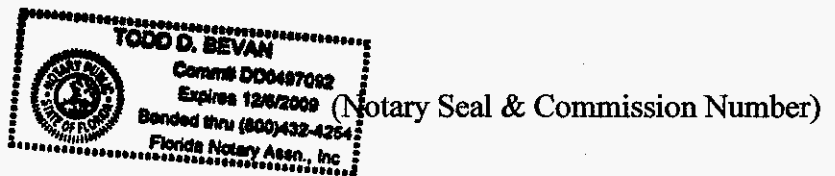
BY: 
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 19 th day of JULY, 2006 by Timothy D Tillman who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Todd D. Bevan
Printed Name of Notary Public



COPY

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Fifteen Thousand dollars and no cents (\$15,000.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Sea Breeze Development LLC on the job of Sea Breeze Lofts to the following described property:

Sea Breeze Lofts
(Name of Development/Project)

water distribution system
(Facilities Constructed)

15121 Laguna Dr., Fort Myers, FL, 33908
(Location)

31-45-24-47-00000.0010
(Strap # or Section, Township & Range)

Dated on: July 19, 2006

By: [Signature]
(Signature of Authorized Representative)

Florida West Underground, Inc
(Name of Firm or Corporation)

By: Timothy D Tillman
(Print Name of Authorized Representative)

10880 Metro Pkwy STE J
(Address of Firm or Corporation)

Title: Secretary Treasurer

Fort Myers, FL 33906-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)936-8945 Ext.

Fax#: (239)936-8956

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 19th day of July, 2006 by Timothy D. Tillman who is personally known to me, and who did not take an oath.

[Signature]
(Notary Public Signature)

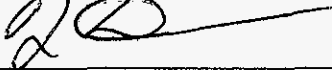
(Notary Seal & Commission Number)

(Printed Name of Notary Public)



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X 

(Signature of Certifying Agent)

Timothy D Tillman, Secretary Treasurer

(Name & Title of Certifying Agent)

Florida West Underground, Inc.

(Name of Firm or Corporation)

10880 Metro Pkwy Suite H

(Address of Firm or Corporation)

Fort Myers, FL 33906 -

STATE OF FL)

) SS:

COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 24th day of July, 2006 by Timothy D Tillman who has produced the following as identification - DL, and who did not take an oath.


Notary Public Signature

Printed Name of Notary Public



Notary Commission Number

(NOTARY SEAL)



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number
 (If Parcel ID not available
 please call County Property
 Appraiser's Office) →

3 1 4 5 2 4 4 7 0 0 0 0 0 0 1 0

2. Mark (x) all that apply

Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller):

EASEMENT:

BS 20061378

SEA BREEZE DEVELOPMENT LLC

Last First MI Corporate Name (if applicable)

1025 FIFTH AVE N

NAPLES

FL 34102

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

THOM OSTERHOUT

AS AGENT:

FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)

P. O. BOX 398

FT. MYERS

FL 33902 (239) 4798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

1 0 1 3 / 1 2 0 0 6 \$ 1 0 . 0 0 Property Located In **Lee**

6. Type of Document

Contract/Agreement for Deed
 Other
 Warranty Deed
 Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance:

YES / NO

(Round to the nearest dollar.) \$. 0 0

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO \$. 0 0

12. Amount of Documentary Stamp Tax →

\$. 7 0

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES / NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

[Signature]

Date **10/12/06**

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Property Appraiser O. R. Book and Page Number and File Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Date Recorded <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Month Day Year	

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below. If typing, enter numbers as shown below.

1. Parcel Identification Number **0 1 2 3 4 5 6 7 8 9 0123456789**
 (If Parcel ID not available please call County Property Appraiser's Office) → **31452447000000010**

2. Mark (x) all Multi-parcel transaction? → Transaction is a split or cutout from another parcel? → Property was improved with building(s) at time of sale/transfer? →
 3. Grantor (Seller): **EASEMENT : BS 20061378 SEA BREEZE DEVELOPMENT LLC**

Last First MI Corporate Name (if applicable)
1025 FIFTH AVE N NAPLES FL 34102

Mailing Address City State Zip Code Phone No.
 4. Grantee (Buyer): **THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS**

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer **10 31 2006** \$ **\$10** . **00** Property Located In **46** County Code
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: **\$.00**
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.)

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:
 Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ **.00**
 Cents

12. Amount of Documentary Stamp Tax **0.70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent [Signature] Date 10/12/06

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue	
O. R. Book and Page Number and File Number	<input type="text"/>
Date Recorded	<input type="text"/>
Month Day Year	

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061378-UTL

PROJECT NAME: SEA BREEZE LOFTS

**EASEMENT NAME: SEA BREEZE DEVELOPMENT,
LLC**

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

Strap Number(s):

31-45-24-47-00000.0010

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2006, by and between “**SEA BREEZE DEVELOPMENT, LLC**” Owner, hereinafter referred to as GRANTOR(S), and “**LEE COUNTY**”, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit “A”, attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit “A”), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

BS 20061378-UTL



3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

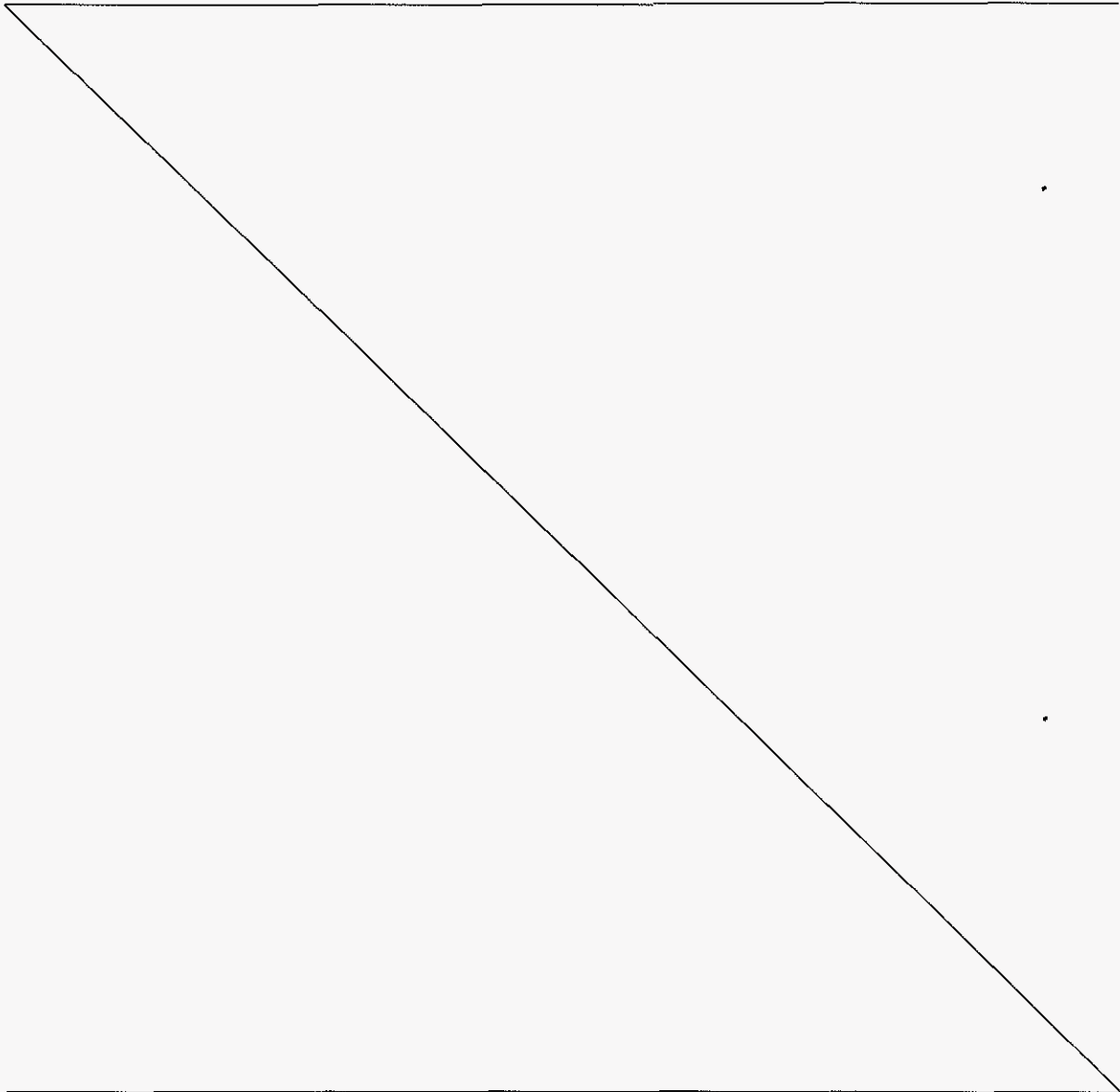
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Paul Scholz
[1st Witness' Signature]

Ruth Schultz
[Type or Print Name]

Yvonne Grant
[2nd Witness' Signature]

Yvonne Grant
[Type or Print Name]

BY:

[Signature]
[Signature Grantor's/Owner's]

Tim J Crane
[Type or Print Name]

Manager Sea Breeze Development
[Title]

STATE OF FLORIDA

COUNTY OF _____


The foregoing instrument was signed and acknowledged before me this 4th day of October 2006 by Tim J. Crane who produced the following as identification Colorado DL or is personally know to me, and who did/did not take an oath.

[stamp or seal]

 Belinda L. Marud
My Commission DD336195
Expires July 26, 2008

Belinda L Marud
[Signature of Notary]

Belinda L Marud
[Typed or Printed Name]

 Belinda L. Marud
My Commission DD336195
Expires July 26, 2008

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire

EXHIBIT A

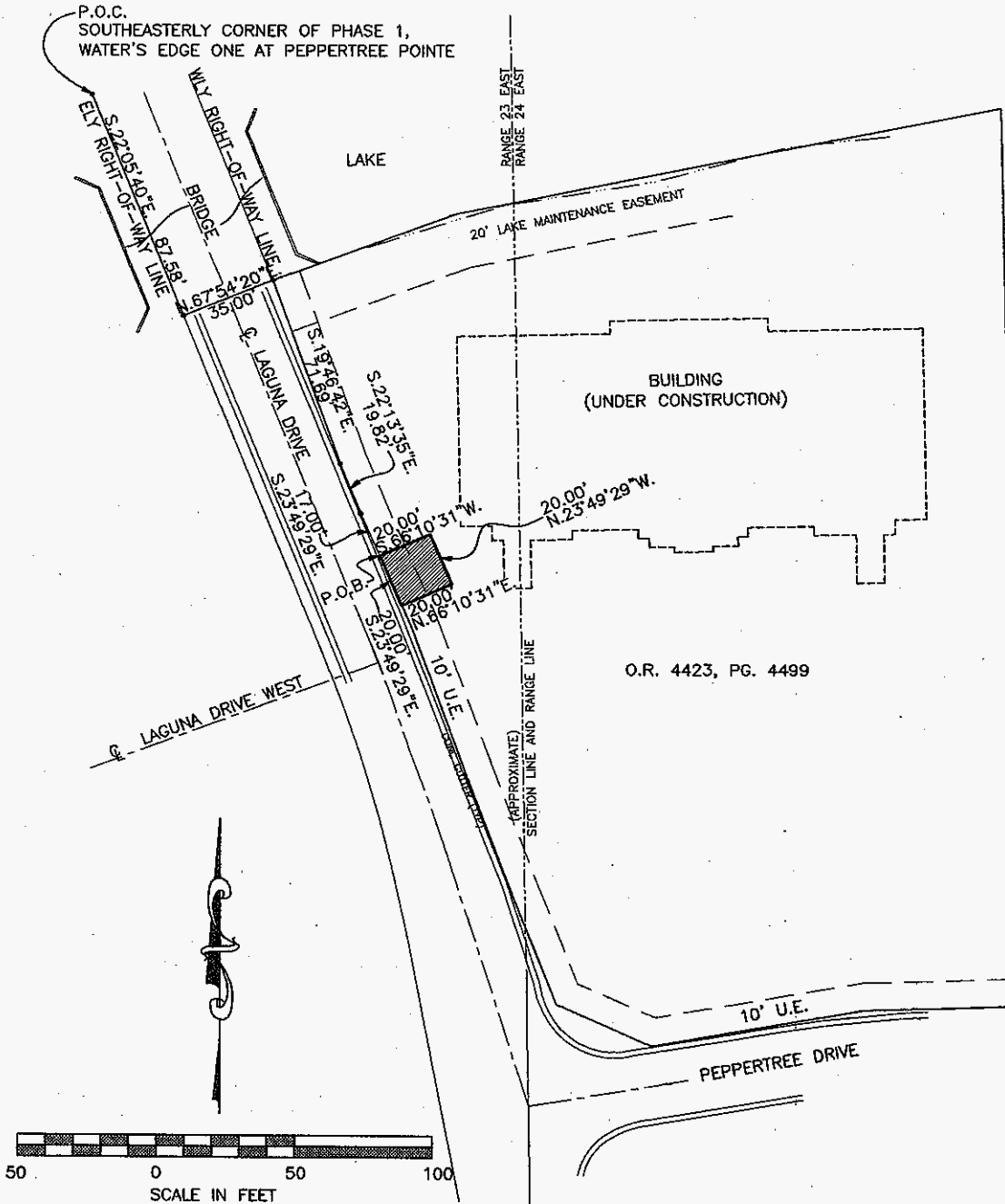
DESCRIPTION:

LEE COUNTY UTILITIES EASEMENT AT SEA BREEZE LOFTS

A PARCEL OF LAND IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHEASTERLY MOST CORNER OF PHASE 1, WATERS EDGE ONE AT PEPPERTREE POINT, A CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 19 AT PAGES 4 THROUGH 14. PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THEN RUN S.22°05'40"E. ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LAGUNA DRIVE AS SHOWN ON SAID PLAT FOR 87.58 FEET; THENCE RUN N.67°54'20"E. DEPARTING SAID RIGHT-OF-WAY LINE FOR 35.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID LAGUNA DRIVE; THENCE RUN THE FOLLOWING THREE COURSES AND DISTANCES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAGUNA DRIVE: S.19°46'42"E. FOR 71.69 FEET; S.22°13'35"E. FOR 19.82 FEET; S.23°49'29"E. FOR 17.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAGUNA DRIVE S.23°49'29"E. FOR 20.00 FEET; THENCE N.66°10'31"E. FOR 20 FEET; THENCE N.23°49'29"W. FOR 20.00 FEET; THENCE S.66°10'31"W. FOR 20 FEET TO THE POINT OF BEGINNING.



COPY